

ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

# VICTORIÆ REGINÆ.

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## Cap. cccxiv.

An Act to enable the *London, Brighton, and South Coast* Railway Company to make new Lines of Railway in the Counties of *Surrey* and *Sussex*, to acquire additional Lands, and to acquire the Undertakings of certain other Companies; and for other Purposes. [29th July 1864.]

WHEREAS by the (Local and Personal) Act Ninth and Tenth *Victoria*, Chapter Two hundred and eighty-three, to consolidate and unite the *London and Brighton* and the *London and Croydon* Railway Companies, and the Undertakings belonging to them, the Company known as the *London, Brighton, and South Coast* Railway Company (but in this Act called "the Company") were incorporated: And whereas (amongst other Acts relating to the Company) the following Acts have since been passed: 9 & 10 Vict. c. cclxxxiii.

"The *Croydon and Balham Hill* Railway Act, 1860" (in this Act called the *Balham Hill* Act); 23 & 24 Vict. c. cix.

"The *London, Brighton, and South Coast* Railway (New Lines) Act, 1862" (in this Act called the New Lines Act, 1862), which received the Royal Assent on the 30th Day of June 1862; 25 & 26 Vict. c. lxxviii.

"The *London, Brighton, and South Coast* Railway (*Mitcham and Tooting* Lines, &c.) Act, 1863" (in this Act called 26 & 27 Vict. c. ccxviii.

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- 26 & 27 Vict. c. cxlii. the *Mitcham Lines Act, 1863*); “The *London, Brighton, and South Coast Railway (Extensions, &c.) Act, 1863*” (in this Act called the *Extensions Act, 1863*); “The *London, Brighton, and South Coast Railway (Various Powers) Act, 1863*” (in this Act called the *Various Powers Act, 1863*): And whereas the *Croydon and Balham Railway* of the Company authorized by the *Balham Hill Act* has been constructed across a private Road, numbered on the Plans deposited for the Purposes of that Act 100, in the Parish of *Croydon*, on the Level of that Road, but since the passing of that Act building in the Neighbourhood of that level Crossing has much increased and is increasing, and for the Security of the Public using that Railway it is expedient that that level Crossing be discontinued: And whereas the *New Lines Act, 1862, Section 64*, enacted that where the Railway should be made across *Slough Lane* (amongst other Thoroughfares in the Parish of *Saint Giles, Camberwell*,) it should be made there and should thenceforth be maintained by the Company with an Arch or Girder of the clear Span of Forty Feet, and with a Headway of the clear Height of Fifteen Feet, and that such Bridge should be a flat Iron Girder, unless otherwise agreed to by the Vestry of the said Parish, and should be made Water-tight as far as practicable: And whereas there is near *Slough Lane* a Road called *Harders Road*, a Portion of which the Company have, since the passing of that Act, metalled and placed in good Order and Condition for the Use of the Public, and which affords to the Public better Accommodation than *Slough Lane*, and it is expedient that the Company should be authorized to stop up *Slough Lane*: And whereas it is expedient that the Company be authorized to make or complete and maintain the following Railways; that is to say,
- 26 & 27 Vict. c. cxcii. First, (*South London Railway and Herne Hill Junction*,) a Railway to connect the Railway (No. 4) authorized by the *New Lines Act, 1862*, at *Peckham* with the Railway secondly authorized by and described in the *Mitcham Lines Act, 1863*, at *Knights Hill*:
- 25 & 26 Vict. c. lxxviii. Secondly, (*Peckham Junction*,) a Railway to connect that Railway (No. 4) at or near the Bridge carrying it over the *Lyndhurst Road, Peckham*, with the Railway (*Peckham Line*) first authorized by “The *London, Chatham, and Dover Railway Act, 1863*,” at or near the Point where the last-mentioned Railway is intended to be carried over a Road called the *Braid*;
- Thirdly, (*Brixton Junction*,) a Railway from the Railway thirdly described in the *Extensions Act, 1863*, at or near *Poplar Walk* to the Eastern Side of *Barrington Road*, near the South Side of the Viaduct carrying the *London, Chatham, and Dover (Metropolitan Extensions) Railway* over that Road:
- Fourthly, (the new *Tooting Branch*,) a Railway from the Railway authorized

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authorized by and secondly described in the *Mitcham Lines Act, 1863*, near the Point where it is intended to cross the *Croydon and Balham Hill Railway* in the Parish of *Streatham* in the County of *Surrey*, and terminating in the Parish of *Mitcham* in the same County :

Fifthly, (*West Croydon and Balham Junction*,) a Railway wholly in the Parish of *Croydon* in the County of *Surrey* to connect the *Croydon and Balham Hill Railway*, near the Bridge carrying it over the *Selhurst Road*, with the *Epsom Branch* of the Company near the Bridge carrying the *Gloucester Road* over the *Epsom Branch* :

Sixthly, (*Croydon Central Railway*,) a Railway wholly in the said Parish of *Croydon*, commencing by a Junction with the *South Croydon Line* authorized by the *Various Powers Act, 1863*, near the *Addiscombe Road*, and terminating on the East Side of the *High Street, Croydon*, near *Mint Walk* :

Seventhly, (*Lewes and Uckfield Junction*,) a Railway to connect the *Lewes and Uckfield Line* of the Company in the Parish of *Hamsey* with the *Brighton, Lewes, and Hastings Line* of the Company in the Parish of *All Saints, Lewes* (all in the County of *Sussex*) :

Eighthly, (*Ford Junction*,) a Railway wholly in the Parish of *Leominster* in the County of *Sussex* to connect the *Littlehampton Branch Railway* of the Company with the *Pulborough and Ford Line* :

And whereas it is expedient that the Company be empowered for the Purpose of increasing the Accommodation at their *Bricklayers Arms Station* to acquire additional Lands and Houses in the Parish of *St. Mary, Bermondsey*, otherwise *St. Mary Magdalen, Bermondsey*, in the County of *Surrey* : And whereas it is expedient that the Company be empowered to acquire additional Lands in the Parish of *Croydon* in the County of *Surrey* adjoining their *Croydon and Balham Hill Railway* : And whereas for the Purposes of this Act Plans and Sections of the proposed Railways showing the Lines and Levels thereof, and the Lands required or which may be taken for the Purposes thereof, and also Plans showing the additional Lands to be acquired as aforesaid, with Books of Reference containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of all the aforesaid Lands and Houses, have been deposited with the respective Clerks of the Peace for the several Counties of *Surrey* and *Sussex* : And whereas the new *Tooting Branch* will be in substitution for the *Tooting Branch (No. 3)* and the *Junction Railway (No. 6)* authorized by the *Mitcham Lines Act, 1863*, and it is expedient that the Construction of the last-mentioned Branch and Junction Railway be abandoned : And

whereas

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25 & 26 Vict. c. cxliv. whereas under the Sections numbered respectively 20 and 25 of the "*Crystal Palace and South London Junction Railway Act, 1862*" (in this Act called the *Crystal Palace and South London Act*), and

26 & 27 Vict. c. cxlii. the Section numbered 32 of the *Extensions Act, 1863*, the Powers of the *Crystal Palace and South London Junction Railway Company* (in this Act called the *Crystal Palace and South London Company*) for making and acquiring Lands for a Portion of the Railways shown on the Plans deposited for the Purposes of the *Crystal Palace and South London Act* are contingent upon the Company's completing and opening for Traffic with Four Lines of Rails on or before the Thirtieth Day of *June* One thousand eight hundred and sixty-five a Portion (between a Point near *Rye Lane, Peckham*, and a Point on the Westward Side of the *Canterbury Road*) of the Railways of the Company:

25 & 26 Vict. c. lxxviii. And whereas under the *New Lines Act, 1862*, (Sections 16, 17, 18, 19, and 22,) and the *Extensions Act, 1863*, (Section 31,) the *Crystal Palace and South London Company* and the *London, Chatham, and Dover Railway Company* (in this Act called the *Dover Company*) have contingent Powers to use on certain Payments, Terms, and Conditions Portions of the authorized Railways of the Company, and the Company have contingent Powers to use on certain Payments, Terms, and Conditions Portions of the Metropolitan Extensions of the *Dover Company* (which several Portions together formed a continuous Communication between the Junction at *Stewart's Lane* of the said Metropolitan Extensions with the *West End of London and Crystal Palace Railway*, and the Junction at *Peckham* of the Railways of the Company with the Railways of the *Crystal Palace and South London Company*): And whereas it is expedient, and the Company, the *Dover Company*, and the *Crystal Palace and South London Company* are agreed, that, instead of those contingent Powers over the respective Railways of the Company and the *Dover Company*, separate Lines of Way should be constructed and appropriated to the separate Use of the *Dover Company* and the *Crystal Palace and South London Company* on the one hand, and the Company on the other hand, throughout the Railways forming the continuous Communication aforesaid: And whereas the *Dover Company* made Application to Parliament in the present Session thereof for a Bill which has passed into an Act under the Short Title of "*The London, Chatham, and Dover Railway (New Lines) Act, 1864*," to empower them to make (amongst other Works) a Railway No. 5, which will unite with the *Brixton Junction* by this Act authorized, and also to widen the Railway No. 3 (West End Section) of their Metropolitan Extensions, and that Railway No. 5, and the widening of that Railway No. 3, and the *Brixton Junction* are promoted for the Purpose of carrying out the aforesaid proposed Appropriation of separate Lines of Way, and it is expedient that the recited Sections

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of the New Lines Act, 1862, be amended so as to give effect to that proposed Appropriation, and that other Provision be made with respect to such Appropriation: And whereas under "The New Lines Act, 1862," and "The Extensions Act, 1863," or One of them, the *Dover Company* have also Power to use certain Portions of the Railways of the Company, forming a continuous Line to the Company's Wharf at *Deptford*, and it is expedient that such Powers of using the Railways of the Company between a Point at or near *Victoria Road, Peckham*, and that Wharf be preserved: And whereas under "The New Lines Act, 1862," and "The Extensions Act, 1863," or One of them, the Company have also Power to use certain Portions of the *Dover Company's* Railways, and it is expedient that their Powers of using the Railways of the *Dover Company* between the Point where the widening F, authorized by "The *London, Chatham, and Dover Railway (New Lines) Act, 1864*," of Railway No. 3 of the West End Section of their Metropolitan Extensions is to commence on the North-west Side of the *Wandsworth Road*, and the Junction of that Railway with the Company's Railway at *Stewart's Lane*, should for the Purposes in this Act mentioned also be preserved: And whereas by "The *London, Chatham, and Dover Railway Act, 1863*," (Section 28,) after reciting that the *Peckham Line* (being One of the Railways by that Act authorized) would cross the Railway No. 4, authorized by the New Lines Act, 1862, at the Place where the Company proposed to erect a Bridge over that Railway for effecting the Junction between the said Railway No. 4 and the Railway No. 1, authorized by the *Crystal Palace and South London Act*, and that another Bridge would also be required at or near the same Point for carrying the *Peckham Line* over the said Railway No. 4, it was enacted that the said Two Bridges should be so constructed by the Company to the reasonable Satisfaction of the Engineer of the *Dover Company*, and that the *Peckham Line* should be carried over that Railway No. 4 upon one of those Bridges, and the *Crystal Palace and South London Junction Railway* on the other of those Bridges, and that the Cost of both Bridges, to be certified by the Engineer of the Company, should be repaid by the *Dover Company* to the Company: And whereas the Company have constructed at that Place a double Bridge for carrying the *Peckham Line* by that Act authorized, and also the *Peckham Junction* by this Act authorized, over the said Railway No. 4, and by the Construction of the *Peckham Junction* any Bridge for carrying the *Crystal Palace and South London Junction Railway* over that Railway is rendered unnecessary, and it is just that in lieu of the Cost of the Two Bridges provided for by "The *London, Chatham, and Dover Railway Act, 1863*," (Section 28,) the *Dover Company* should repay to the Company the Cost of the said

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25 & 26 Vict.  
c. cli.

double Bridge, and that thereupon the same should vest in the *Dover Company*: And whereas by "The *Horsham, Dorking, and Leatherhead Railway Act, 1862*" (in this Act called the *Horsham Act*), the *Horsham, Dorking, and Leatherhead Railway Company* (in this Act called the *Horsham Company*) were (Section 4) incorporated with (Section 5) a Capital in Shares of One hundred and twenty thousand Pounds, and with Power (Section 9) to borrow on Mortgage Forty thousand Pounds, and were (Section 19) empowered to make and maintain a Railway from the *London, Brighton, and South Coast Railway*, at or near the *Horsham Station* thereon, to join in the Parish of *Dorking* in the County of *Surrey* the *Reading, Guildford, and Reigate Line* of the *South-eastern Railway Company*, at or near the *Box Hill Station* thereon, and (Section 37) the Company were empowered to contribute Funds towards the Construction of the Railway by that Act authorized to the Extent of Seventy-five thousand Pounds, and (Section 50) the *Horsham Company* and the Company were empowered to contract with respect to (amongst other Purposes) the Use and Working by the Company of the Railway by that Act authorized; and the Works and Conveniences connected therewith, and the Conveyance by the Company of the Traffic passing over that Railway, and by that Act (Section 29) Tolls and Charges as for Three Miles may be demanded for Persons and Things conveyed on that Railway for less than Three Miles: And whereas the *Horsham Company* are proceeding with the Construction of that Railway: And whereas it is expedient that Provision be made for the Amalgamation of the Undertaking of the *Horsham Company*

23 & 24 Vict.  
c. clxxx.

with that of the Company: And whereas by "The *Horsham and Guildford Direct Railway Act, 1860*" (in this Act called the *Guildford Act*), the *Horsham and Guildford Direct Railway Company* (in this Act called the *Guildford Company*) were (Section 3) incorporated with (Section 4) a Capital in Shares of One hundred and sixty thousand Pounds, and with Power (Section 6) to borrow on Mortgage Fifty thousand Pounds, and were (Sections 22 and 23) empowered to make and maintain a Railway communicating by a double or Fork Junction with the *Mid Sussex Railway*, and terminating by a Junction with the *London and South-western Railway* in the Parish of *Saint Nicholas, Guildford*; and the *Mid Sussex Railway Company* and the Company, or either of them, and the *Guildford Company*, were (Section 8) empowered to agree with respect to (amongst other Purposes) the Maintenance, Use, and Working by the *Mid Sussex Railway Company* and the Company, or either of them, of the Railway by that Act authorized, and the Use of the Works and Conveniences belonging thereto, and the Conveyance by them, or either of them, of the Traffic thereon, and by that Act (Section 50) Tolls and Charges as for Three Miles may be demanded for Articles or  
Persons

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Persons (except Third-class Passengers) conveyed on that Railway for less than Three Miles: And whereas under the Authority of "The *London, Brighton, and South Coast Railway Company's Act, 1859,*" 22 & 23 Vict. c. lxxix. the Company and the *Mid Sussex Railway Company* have agreed for a Transfer of the Undertaking of the latter Company to the Company: And whereas the *Guildford Company* are proceeding with the Construction of the Railway by the *Guildford Act* authorized: And whereas it is expedient that Provision be made for the Amalgamation of the Undertaking of the *Guildford Company* with the Company, or the Transfer thereof to the Company: And whereas by "The *Bognor Railway Act, 1861,*" 24 & 25 Vict. c. cxx. the *Bognor Railway Company*, in this Act called the *Bognor Company*, were (Section 3) incorporated with (Section 4) a Capital in Shares of Thirty thousand Pounds, and with Power (Section 7) to borrow on Mortgage Ten thousand Pounds, and (Section 23) were empowered to make and maintain a Railway from the *London, Brighton, and South Coast Railway* in the Parish of *Eastergate* in the County of *Sussex* to *Bognor*, and the Company were (Section 37) empowered to subscribe for Shares in the Railway by that Act authorized to the Extent of Five thousand Pounds, and (Section 9) the Company and the *Bognor Company* are empowered to agree with respect to, amongst other Purposes, the Maintenance, Use, and Working by the Company of the Railway by that Act authorized, and the Use of the Works and Conveniences belonging thereto, and the Conveyance by the Company of the Traffic thereon, and by that Act (Section 43) Tolls and Charges as for Three Miles may be demanded for Articles or Persons, except Third-class Passengers, conveyed on that Railway for less than Three Miles: And whereas the *Bognor Company* are proceeding with the Construction of the Railway by that Act authorized: And whereas it is expedient that Provision be made for the Amalgamation of the Undertaking of the *Bognor Company* with that of the Company, or the Transfer thereof to the Company: And whereas by "The *Brighton, Uckfield, and Tunbridge Wells Railway Act, 1861*" (in this Act called the *Uckfield Act*), the *Brighton, Uckfield, and Tunbridge Wells Railway Company* (in this Act called the *Uckfield Company*) were (Section 3) incorporated with (Section 4) a Capital in Shares of Two hundred thousand Pounds, and with Power (Section 7) to borrow on Mortgage Sixty-five thousand Pounds, and (Sections 11 and 12) were empowered to make and maintain a Railway (in this Act called the *Uckfield Railway*) from the *Lewes and Uckfield Railway* of the Company to the *Hastings Branch* of the *South-eastern Railway* at *Tunbridge Wells*, and by that Act (Section 30) Tolls as for Four Miles may be demanded for Goods, Passengers, and Animals conveyed on the Railway for less than Four Miles: And whereas the *Uckfield Company* are proceeding with the Construction of the Railway by

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25 & 26 Vict.  
c. clviii.

by that Act authorized: And whereas it is expedient that Provision be made for the Amalgamation of the Undertaking of the *Uckfield Company* with that of the Company, or the Transfer thereof to the Company: And whereas by "The *Banstead and Epsom Downs Railway Act, 1862*," (in this Act called the *Banstead Act*;) the *Banstead and Epsom Downs Railway Company* (in this Act called the *Banstead Company*) were (Section 3) incorporated with (Section 4) a Capital in Shares of Eighty-five thousand Pounds, and with Power (Section 6) to borrow on Mortgage Twenty-eight thousand three hundred Pounds, and were empowered (Sections 23 and 24) to make and maintain a Railway from the *Croydon and Epsom Branch* of the Company to *Epsom Downs*, and the *Banstead Company* and the Company were (Section 9) empowered to contract for, amongst other Matters, the Conduct, Management, Use, or Working of the Railway by that Act authorized by the Company, and by that Act (Section 42) Tolls and Charges as for Three Miles may be demanded for Articles, Animals, or Persons conveyed on that Railway for less than Three Miles: And whereas the *Banstead Company* are proceeding with the Construction of that Railway: And whereas it is expedient that Provision be made for the Amalgamation of the Undertaking of the *Banstead Company* with that of the Company, or the Transfer thereof to the

25 & 26 Vict.  
c. ccvii.

Company: And whereas by the "*East Grinstead, Groombridge, and Tunbridge Wells Railway Act, 1862*," (in this Act called the *Groombridge Act*) the *East Grinstead, Groombridge, and Tunbridge Wells Railway Company* (in this Act called the *Groombridge Company*) were (Section 4) incorporated with (Section 5) a Capital in Shares of Seventy-five thousand Pounds, and with Power (Section 9) to borrow on Mortgage Twenty-five thousand Pounds, and were empowered (Section 19) to make a Railway from the *East Grinstead Railway* to join the *Brighton, Uckfield, and Tunbridge Wells Railway*, and (Section 59) the *Groombridge Company* and the Company and the *South-eastern Railway Company*, or the *Groombridge Company* and any One of such other Companies, were empowered to contract with respect to (amongst other Purposes) the Use and Working of the Railway by that Act authorized, and the Works and Conveniences connected therewith, and the Conveyance of the Traffic passing over that Railway, and by that Act (Section 41) Tolls and Charges as for Three Miles may be demanded for Persons and Things conveyed on that Railway for less than Three Miles: And whereas the *Groombridge Company* are proceeding with the Construction of the Railway by that Act authorized: And whereas it is expedient that Provision be made for the Amalgamation of the Undertaking of the *Groombridge Company* with that of the Company, or the Transfer thereof to the Company: And whereas the Railway authorized by the *Groombridge Act* will cross a public Carriage Road numbered on the

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the Plans deposited for the Purposes of that Act 16 in the Parish of *Withyam*, and on the Sections deposited for the Purposes of that Act that Road was shown as intended to be crossed on the Level by that Railway, but that Act as passed did not contain any Provisions for that Purpose, and "The Railways Clauses Consolidation Act, 1845," incorporated with the *Groombridge* Act, requires that either that Road shall be carried over that Railway, or that Railway shall be carried over that Road, by means of a Bridge: And whereas it is expedient to authorize the carrying of that Railway across that Road on the Level thereof: And whereas it is expedient that the Company be empowered to raise more Money for the Purposes of this Act: And whereas the Objects aforesaid cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

1. This Act may be cited for any Purpose as "*London, Brighton, and South Coast Railway (Additional Powers) Act, 1864.*" Short Title.
2. "The Railways Clauses Consolidation Act, 1845," Part I. (relating to Construction of a Railway) of "The Railways Clauses Act, 1863," "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," except in so far as those Acts are altered by this Act, shall be incorporated with this Act. 8 & 9 Vict. cc. xviii. and xx., 23 & 24 Vict. c. cvi., and 26 & 27 Vict. c. xcii. incorporated.
3. Part V. (relating to Amalgamation) of "The Railways Clauses Act, 1863," (except the Section numbered 49 of that Part) is incorporated with this Act, and shall apply to the *Horsham* Company, the *Guildford* Company, the *Bognor* Company, the *Uckfield* Company, the *Banstead* Company, and the *Groombridge* Company, and the Amalgamation or Transfer of their Undertakings, and in that incorporated Part the Expression "the amalgamated Company" shall mean the Company. Part V. of 26 & 27 Vict. c. xcii. incorporated, except Sect. 49.
4. The Clauses and Provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the Distribution of the Capital of the Company into Shares, with respect to the Transfer or Transmission of Shares, with respect to the Payment of Subscriptions and the Means of enforcing the Payment of Calls, with respect to the Forfeiture of Shares for Nonpayment of Calls, with respect to the Remedies of Creditors of the Company against the Shareholders, Certain Parts of Companies Clauses Acts incorporated.

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with respect to the borrowing of Money by the Company on Mortgage or Bond, with respect to the Conversion of the borrowed Money into Capital, with respect to the Consolidation of the Shares into Stock, and with respect to the Provision to be made for affording Access to the Special Act by all Parties interested, Part I. (relating to Cancellation and Surrender of Shares) and Part II. (relating to additional Capital) of "The Companies Clauses Act, 1863," shall be incorporated with this Act, and shall in all respects not by or under the Powers of this Act otherwise provided for respectively apply to all Shares and Stock created, and to all Mortgages granted, and Monies borrowed, under the Powers of this Act.

Interpreta-  
tion Clause.

5. In construing this Act, and in connexion with this Act the Acts and Parts of Acts incorporated with this Act, the following Words and Expressions shall have the respective Meanings hereinafter assigned to them, unless excluded by the Subject or Context; (that is to say,)

"The Special Act" shall mean this Act:

"The Company" shall mean the Company incorporated by the Consolidation Act, and known as the *London, Brighton, and South Coast Railway Company*:

"Share" shall include Stock, and "Shareholders" shall include Stockholders:

"Superior Courts" shall include any Court of competent Jurisdiction as interpreted by this Act:

"Court of competent Jurisdiction," or any other like Expression in this Act, shall be read and have effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute:

"The Five Companies" shall mean the *Guildford Company*, the *Bognor Company*, the *Uckfield Company*, the *Banstead Company*, and the *Groombridge Company*:

"The transferring Company" shall include every Company whose Undertaking is amalgamated or transferred, or agreed to be amalgamated or transferred, by or under this Act (whether the *Horsham Company* or One of the Five Companies), and shall have a several Application to each such Company.

Same Mean-  
ings to  
Words in  
this Act  
and in in-  
corporated  
Acts.

6. All Words and Expressions to which by any Act wholly or partially incorporated with this Act Meanings are assigned shall in this Act have the respective Meanings so assigned to them, unless the Subject or Context be repugnant to or inconsistent with such Construction, or other Meanings be assigned to them by this Act.

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7. The Company may stop up and fence off at and from the Sides of the *Croydon and Balham* Railway the Road numbered on the Plans deposited for the Purposes of the *Balham Hill Act* 100 in the Parish of *Croydon*, and when so stopped up and fenced off all Rights of Way over or along that Road across the Railway are by this Act extinguished.

Discontin-  
uance of  
level Cross-  
ing in  
Croydon.

8. The Section numbered 64 of the *New Lines Act, 1862*, shall be read and have effect as if *Slough Lane*, or the Road numbered on the deposited Plans therein mentioned 147, were not named or included therein, and on or at any Time after the passing of this Act the Company may stop up *Slough Lane*, and when so stopped up all Rights of Way over or along that Lane are by this Act extinguished.

Slough Lane  
may be  
stopped up.

9. Subject to the Provisions and Powers of Deviation in this Act and the incorporated Acts contained, the Company may make and maintain the Railways and Works by this Act authorized, with all proper Stations, Wharves, Works, and Conveniences connected therewith, and (so far as they are shown on the Plans) in the Lines or Courses and upon the Lands delineated on the Plans, and described in the Books of Reference, and according to the Levels defined on the Sections deposited for the Purposes of this Act, and the Company may enter upon, take, and use such of those Lands as they think necessary for the Purposes of this Act, and the Company may also from Time to Time enter upon, take, and use for the Purposes of their Undertaking, as by this Act and the other Acts from Time to Time relating to the Company authorized, all or any Part of the Lands situate respectively in the said Parishes of *Saint Mary, Bermondsey*, otherwise *Saint Mary Magdalene, Bermondsey*, and *Croydon*, in the County of *Surrey*, included within dotted Black Lines on the Plans respectively entitled "*Bricklayers Arms Station Enlargement*," and "*Additional Lands, Croydon*," so deposited as aforesaid.

Power to  
make Works  
according to  
deposited  
Plans and to  
take Lands.

10. The Railways and Works by this Act authorized comprise the following; (that is to say,)

Description  
of Railways  
and Works.

First, (*South London Railway and Herne Hill Junction*), a Railway to connect the Railway (No. 4) authorized by the *New Lines Act, 1862*, at *Peckham* with the Railway secondly authorized by and described in the *Mitcham Lines Act, 1863*, at *Knights Hill*:

Secondly, (*Peckham Junction*), a Railway to connect that Railway (No. 4) at or near the Bridge carrying it over the *Lyndhurst Road, Peckham*, with the Railway (*Peckham Line*) first authorized by "*The London, Chatham, and Dover Railway Act, 1863*,"

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1863," at or near the Point where the last-mentioned Railway is intended to be carried over a Road called "the *Braid*:"

Thirdly, (*Brixton Junction*), a Railway from the Railway thirdly described in the Extensions Act, 1863, at or near *Poplar Walk* to the Eastern Side of *Barrington Road*, near the South Side of the Viaduct carrying the *London, Chatham, and Dover* (Metropolitan Extensions) Railway over that Road:

Fourthly, (the new *Tooting Branch*), a Railway from the Railway authorized by and secondly described in the *Mitcham Lines* Act, 1863, near the Point where it is intended to cross the *Croydon and Balham Hill* Railway in the Parish of *Streatham* in the County of *Surrey*, and terminating in the Parish of *Mitcham* in the same County:

Fifthly, (*West Croydon and Balham Junction*), a Railway wholly in the Parish of *Croydon* in the County of *Surrey* to connect the *Croydon and Balham Hill* Railway, near the Bridge carrying it over the *Selhurst Road*; with the *Epsom Branch* of the Company, near the Bridge carrying the *Gloucester Road* over the *Epsom Branch*:

Sixthly, (*Croydon (Central) Railway*), a Railway wholly in the said Parish of *Croydon*, commencing by a Junction with the *South Croydon* Line authorized by the Various Powers Act, 1863, near the *Addiscombe Road*, and terminating on the East Side of the *High Street, Croydon*, near *Mint Walk*:

Seventhly, (*Lewes and Uckfield Junction*), a Railway to connect the *Lewes and Uckfield* Line of the Company in the Parish of *Hamsey* with the *Brighton, Lewes, and Hastings* Line of the Company in the Parish of *All Saints, Lewes*. (all in the County of *Sussex*):

Eighthly, (*Ford Junction*), a Railway wholly in the Parish of *Leominster* in the County of *Sussex*, to connect the *Littlehampton Branch* Railway of the Company with their *Pulborough and Ford* Line.

Width of  
over  
Bridges.

11. The Company may make the Bridges for carrying the Roads numbered respectively on the Plans deposited for the Purposes of this Act 5 in the Parish of *Hamsey*, and 22 in the Parish of *South Malling*, over the *Lewes and Uckfield* Junction Railway of any Width between the Fences thereof not less than, as regards the said Road in the Parish of *Hamsey*, Fifteen Feet, and as regards the said Road in the Parish of *South Malling*, Twenty-two Feet.

For uniting  
Brixton  
Junction  
with Dover

12. And whereas the Railway No. 5, authorized by "The *London, Chatham, and Dover* Railway (New Lines) Act, 1864," is to commence at the Termination of the *Brixton Junction* by this Act authorized:

*London, Brighton, and South Coast Railway (Additional Powers) Act, 1864.*

authorized: Therefore the Company shall unite those Two Railways at that Point so as to obtain a direct and convenient Communication between such Two Railways.

Company's  
Railway  
No. 5.

**13.** Where any of the intended Works to be done under or by virtue of this Act shall or may pass over, under, or by the Side of, or so as to interfere with, any Sewer, Drain, Watercourse, Defence, or Work under the Jurisdiction or Control of the Metropolitan Board of Works, or of any Vestry or District Board constituted under the "Metropolis Local Management Act, 1855," or any Act or Acts amending the same, or extending the Powers thereof, or with any Sewers or Works to be made or executed by the said Boards or Vestry, or either of them, or shall or may in any way affect the Sewerage or Drainage of the Districts under their or either of their Control, the Company shall not commence such Work until they shall have given to the said Metropolitan Board or to the District Board or Vestry, as the Case may be, Fourteen Days previous Notice in Writing of their Intention to commence the same by leaving such Notice at the principal Office of such Board or Vestry, as the Case may be, for the Time being, with a Plan and Section showing the Course and Inclination thereof, and other necessary Particulars relating thereto, and until such Board or Vestry respectively shall have signified their Approval of the same, unless such Board or Vestry, as the Case may be, do not signify their Approval, Disapproval, or other Directions within Fourteen Days after Service of the said Plan, Sections, and Particulars as aforesaid; and the Company shall comply with and conform to all Orders, Directions, and Regulations of the said Metropolitan Board, and of the respective Boards or Vestries, in the Execution of the said Works, and shall provide by new, altered, or substituted Works, in such Manner as such Boards or Vestries respectively may deem necessary, for the proper Protection of, and for preventing Injury or Impediment to, the Sewers and Works hereinbefore referred to by or by reason of the said intended Works, or any Part thereof, and shall save harmless the said Metropolitan Board, District Board, and Vestry respectively against all and every the Expense to be occasioned thereby; and all such Works shall be done by or under the Direction, Superintendence, and Control of the Engineer or other Officer or Officers of the said Metropolitan Board, District Board, or Vestry, as the Case may be, at the Cost, Charges, and Expenses in all respects of the Company; and when any new, altered, or substituted Works as aforesaid, or any Works or Defence connected therewith, shall be completed by or at the Costs, Charges, or Expenses of the Company under the Provisions of this Act, the same shall thereafter be as fully and completely under the Direction, Jurisdiction, and Control of the said Metropolitan Board, District Board, or Vestry, as the Case may be, at the Cost, Charges, and Expenses of the Company.

For Protec-  
tion of  
Sewers of  
Metropolitan  
and other  
Boards.

*London, Brighton, and South Coast Railway (Additional Powers) Act, 1864.*

Boards, and Vestry respectively, as the Case may be, as any Sewers or Works now are or hereafter may be; and nothing in this Act shall extend to prejudice, diminish, alter, or take away any of the Rights, Powers, or Authorities vested or to be vested in the said Metropolitan Board, District Boards, and Vestries, or any or either of them, or of their Successors, but all such Rights, Powers, and Authorities shall be as valid and effectual as if this Act had not been passed.

As to Construction of Bridges over public Streets within the Limits of the Metropolis.

**14.** In the Construction of the Railway and Works the following Rules shall be observed :

1. Wherever the Railway shall be carried across any public Carriage Road or public Street within the Limits of the Metropolis as defined by "The Metropolis Management Amendment Act, 1862," it shall be made there and shall thenceforth be maintained so as not to lessen the present clear Width of such Road or Street, including the Footway (where a Footway now exists) :
2. The Arch of the Bridge over such Road or Street shall not, without the Consent of the Metropolitan Board of Works, in any Case be of less Span than Forty Feet, with a Headway of the clear Height of Sixteen Feet in the Centre, and the Arch over any such Road or Street shall be formed of an ornamental Character to the reasonable Satisfaction of the Engineer of the Metropolitan Board of Works, regard being had to the Character of the Locality, and subject to Appeal to Arbitration as herein-after provided :
3. No Abutments or Piers shall project beyond the general Line of Frontage of the adjoining Houses : Provided always, that where there are Gardens or Forecourts in front of Houses, and the Distance between the Houses is great, the Company shall be at liberty to erect and maintain Side Openings, supported with Columns, back to the general Line of the Frontages of the Houses, subject to Appeal to Arbitration as herein-after provided :
4. All Bridges shall be Water-tight, and so constructed as to, so far as is practicable, deaden the Sound of Engines, Carriages, and Traffic passing over them :
5. The Company shall not commence the Erection of any Bridge proposed to be constructed for the Purpose of carrying the Railway over any Road or Street or Way within the Area under the Jurisdiction of the Metropolitan Board of Works, until they shall have given to the said Metropolitan Board of Works Twenty-one Days Notice in Writing of their Intention to commence the same by leaving such Notice at the Office of the said Board, with Plans, Elevations, Sections, and other necessary Particulars of the Construction of the said Bridges, and

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and until the said Board shall have signified their Approval of the same, unless the Board fail to signify such Approval or their Disapproval within Twenty-one Days after Service of the said Notice, and Delivery of the said Plans, Elevations, Sections, and other Particulars, as aforesaid :

6. The Company shall comply with and conform to all reasonable Directions and Regulations of the said Board in the Execution and subsequent Maintenance of the said Bridge and Works connected therewith, and shall save harmless the said Metropolitan Board of Works against all and every Expense to be occasioned thereby; and all such Works shall, subject [to the Provisions of this Act, be done by or under the Direction, Superintendence, and Control of the Engineer or other Officer or Officers of the said Metropolitan Board of Works at the Costs, Charges, and Expenses in all respects of the said Company, and all Costs, Charges, and Expenses which the said Metropolitan Board may be put to by reason of such Superintendence shall be paid to the said Board by the Company on Demand.

15. Wherever the Railway shall cross by means of Cutting or otherwise under any public Road or public Street within the Limits of the Metropolis, as defined by the "Metropolis Management Amendment Act, 1862," so as to interfere with or alter the Rates of Inclination of such Road or Street, it shall be made there and shall thenceforth be maintained so as that the minimum Inclination of such Road or Street shall not in any Case be less than One in Forty, and in respect of other Roads and Streets within the Metropolis as aforesaid, not being public Thoroughfares, the minimum Inclination of such Roads and Streets shall not be less than One in Thirty; and all Bridges constructed by the said Company under any Roads or Streets shall be constructed so as not to lessen the present clear Width of such Road or Street, including the Footway, and shall be further so covered as to prevent, as far as may be practicable, the Escape of Steam, Smoke, or other offensive Effluvia into the said Roads and Streets, and such Bridges shall be so constructed, as far as may be practicable, so as to deaden the Sound of Engines, Carriages, and Traffic passing underneath them; and the Company shall not execute or commence the Erection of any such Bridges or Works as aforesaid until they shall have given to the said Metropolitan Board of Works Twenty-one Days Notice in Writing of their Intention to commence the same by leaving such Notice at the Office of the said Board, with Plans, Elevations, Sections, and other necessary Particulars of the Construction of the said Bridges, and until the said Board shall have signified their Approval of the same, unless the said

As to  
Bridges over  
Cuttings in  
public Roads  
and Streets.

Board

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Board fail to signify such Approval or Disapproval within Twenty-one Days after Service of the said Notice, and Delivery of the said Plans, Elevations, Sections, and other Particulars, as aforesaid; and the Company shall comply with and conform to all reasonable Directions and Regulations of the said Board in the Execution and subsequent Maintenance of the said Bridges and Works connected therewith, and shall save harmless the said Metropolitan Board of Works against all and every Expense to be occasioned thereby; and all such Works shall be done under the Direction, Superintendence, and Control of the Engineer or other Officer or Officers of the said Metropolitan Board of Works at the Costs, Charges, and Expenses in all respects of the said Company, and all Costs, Charges, and Expenses which the said Metropolitan Board may be put to by reason of such Superintendence shall be paid to the said Board by the Company on Demand.

Excepting certain Bridges from Operation of preceding Clauses.

16. Provided always, That the Two last preceding Clauses shall not be applicable to the Bridges for carrying the *Peckham Junction Railway* across the Roads numbered 16, 62, and 75 on the Plans deposited for the Purposes of this Act in the Parish of *Saint Giles, Camberwell*, nor to the Bridge for carrying the *Brixton Junction* across the Road numbered 9, in the Parish of *Saint Mary, Lambeth*, on the said Plans.

Provision for Arbitration.

17. If the said Metropolitan Board of Works, or any Vestry or District Board as aforesaid, and the Company, shall differ upon or with reference to any Plans, Elevations, Sections, and other Particulars which under the Provisions of this Act are to be delivered by the Company to the Metropolitan Board, or to the Vestry or District Board, or as to the Mode of carrying out the same, or as to any other Matter or Thing arising out of the said Plans, Elevations, Sections, and Particulars, or any of the Clauses or Provisions of this Act, every such Difference shall, on the Application of the said Company, or of the Metropolitan Board of Works, or of the Vestry or District Board, as the Case may be, be referred to an Arbitrator to be named by the Board of Trade to determine, and such Arbitrator shall have Power to determine by whom and in what Manner the Costs of and incident to the Reference shall be paid.

Placards, &c. not to be affixed in the Parish of *Saint Giles, Camberwell*, without Consent.

18. The Company shall not authorize the affixing of any Placards, Bills, or Advertisements, except for Railway Advertisements, to or upon the Face of any Wall of any Bridge or Arch carrying the Railway by this Act authorized over any Street or public Highway within the Parish of *Saint Giles, Camberwell*, and the said Vestry and their authorized Officers may prevent the affixing of any such Placard, Bill, or Advertisement on the Road Face of any such Wall, and if affixed

may



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may remove the same as fully and effectually as if for this Purpose those Walls belonged to the said Vestry, provided that in removing the same they shall not do any Damage or Injury to such Walls.

19. The Company shall not stop up and divert the public Road numbered 73, in the Parish of *Saint Giles, Camberwell*, on the Plans deposited by the Company for the Purposes of this Act, but the Company in lieu of such Diversion shall construct a Bridge to carry the said Lane or public Roadway over the Railway, and such Bridge and the Approaches thereto shall be constructed with a clear Width of Fifty Feet between the Fences, and the Approaches to such Bridge shall not be steeper than One Foot in Forty Feet, provided the Company have Power to take the Land necessary for such Approaches, but in no Case less than One in Thirty; the Bridge and the Approaches thereto shall be protected by close Fencing on both Sides.

Half Moon Lane not to be diverted.

20. And whereas the Railway first herein-before described will traverse certain Estates of the Governors of *Alleyn's College at Dulwich*, and with reference thereto certain Articles of Agreement bearing Date the Sixth Day of *May* One thousand eight hundred and sixty-four between the Company of the one Part, and the several Persons whose Names and Seals are thereunto subscribed and affixed, being respectively "Governors of *Alleyn's College at Dulwich*," of the other Part, have been made and entered into, and a Copy of the said Agreement is set forth in the Schedule to this Act: Therefore the said Agreement shall be and the same is hereby confirmed, and declared to be binding on the Company and on the Governors of the said College, and the Purchase Money or Compensation payable by the Company under the said Agreement shall be paid into the Bank, and Section No. 9 of "The Lands Clauses Consolidation Act, 1845," shall not apply to the Lands which are the Subject of the said Agreement, or to the Purchase Money or Compensation to be paid for the same, or for Damage or Injury thereto.

Confirming Agreement with Governors of Alleyn's College.

21. It shall not be lawful for the Company in carrying or for the Purpose of carrying the *Lewes and Uckfield* Junction Railway over the Road numbered on the Plans deposited for the Purposes of this Act 62 in the Parish of *All Saints, Lewes*, to lower the present Surface of that Road (including the Footways) more than Eighteen Inches, and the Span of the Bridge for carrying the *Lewes and Uckfield* Junction Railway across that Road shall be such as to leave a clear Opening equal to the entire Width from the House now standing on one Side to the House now standing on the other Side of the Road at the Point of crossing, and the clear Headway under the Bridge shall not be less than Sixteen Feet over the Centre of the

Provisions as to crossing of Road in Lewes.

[Local.]

53 Z

Road,

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Road, nor less than Twelve Feet over the Footway on either Side of the Road (calculating in each Case from the Surface of the Road or Footway when lowered as by this Act authorized), and such Bridge shall be made and maintained, as far as practicable, Water-tight.

Turnpike Road at Merton not to be interfered with.

22. It shall not be lawful for the Company, without the Consent of the *Epsom* Turnpike Road Trustees, to alter the present Level or Width or in any Manner to interfere with the Surface of the Turnpike Road from *Epsom* to *London*, or the Footpaths thereof near the *Waterfall House* at *Merton* in the Parish of *Mitcham* in the County of *Surrey*.

As to the Surrey and Sussex Roads.

23. The Company shall not, in carrying the Railway under the *Tooting and Mitcham Road*, numbered 22 upon the deposited Plans in the Parish of *Mitcham*, and 4 in the Parish of *Tooting*, in the County of *Surrey*, alter the present Level of the said Road or any Part thereof, save and except as herein-after provided.

To what Extent Roads may be altered.

24. The Company may raise the Surface of the said Road and Footpaths Eleven Feet and no more, but the Inclinations of the Road and Footpaths when raised on both Sides thereof shall not be steeper than One Foot in Forty Feet, and the Company shall lengthen the present Bridge over the Brook on the South Side of the Railway, and rebuild the Parapet Walls thereof, and erect Fences, and do all necessary Works for the Protection of the Public and Preservation of the full Width of the said Road and Footpaths, and so as to preserve the Waterway, and the altered Road and Footpaths shall be reconstructed with the same Description of Materials as the same are now composed of, to the reasonable Satisfaction of the Surveyor of the Trustees of the *Surrey and Sussex* Roads.

Construction of Bridges and Works.

25. The Bridge for carrying the *Mitcham Road* over the Railway shall have a clear Width between the Parapets and Fences of not less than Thirty-five Feet, and so much of that Width shall be Carriage-road, and so much Footpath, as the Trustees shall approve, and such Bridge shall have substantial Parapet Walls or Screens on each Side thereof, not less than Six Feet Six Inches in Height above the Surface of the said Road, and from the Four Ends of the said Parapet Walls of such Bridge the Company shall make Four Screen Walls or close Fences, all of which shall be at least One hundred and fifty Feet in Length, and which Screens shall be of the same Height as the said Parapet Walls respectively, and the Company shall lay down Curbstones at the Edges of the Footpaths which are proposed to be made over such Bridge, and extend the said Curbstones respectively for a Distance of at least One hundred Feet from each End of the Four  
Corners

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Corners thereof respectively, and the Company shall relay and make good to the reasonable Satisfaction of the said Surveyor all the Drains of the said Road which may be interfered with by the Company, or construct new ones, if necessary, and all such Works shall be done by and at the Expense of the Company.

26. The Company shall at their own Expense do all such Things in the way of lighting, watching, and fencing, and take all such precautionary Measures during the Progress of the proposed Works by the Company connected with the said Road, as are requisite for the public Safety and Convenience, and the Protection of the Road and Footpaths and of the Travellers thereon, and shall, as between the Company and the Trustees, be answerable for all Accidents and Damage happening by reason or in consequence of any such Works of the Company.

Precaution during Works.

27. The Company shall not at any Time during the Progress of any of the Works of the Company connected with the said Road shut up such Road, or in any way impede the public Traffic along more than One Half of the Width of the said Road at any one and the same Time, or if One Half of the said Road be insufficient in Width for the free Passage of Two Carriages abreast, then no more than Fifty Yards in Length of the Road where One Half the Road is insufficient shall be altered or interfered with by the Company at any One Time.

Traffic on the Road not to be stopped during Works.

28. No Works of the Company connected with the said Road shall be begun under this Act until the Expiration of Ten Days after Notice in Writing of the Intention to begin such Works shall have been delivered to the said Surveyor, and the Alteration of the said Road for the Purpose of making the Railway and Works, and the remaking of such Road, and all other Works of every Description connected with the said Road at any Time thereafter to be done by or for the said Company, shall be done under the Direction and Superintendence and to the reasonable Satisfaction of the said Trustees or their Surveyor for the Time being.

Works connected with Surrey and Sussex Roads to be made under Superintendence of Road Surveyor.

29. The Company shall finish and complete to the reasonable Satisfaction of the said Trustees or their Surveyor for the Time being the said Bridge, Carriageways, Parapet Walls, Screen Walls, Fences, and all other Works and Things by this Act required to be made or done by the Company in connexion with the said Road, and restore and give to the Public the full Use of the Carriageways within Six Months after the Day on which the said Road shall be first broken up or interfered with, or the Use thereof by the Public in any way

The Bridges for crossing the said Turnpike Road to be completed in Six Months.

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way interrupted or made less convenient than heretofore, or within such extended Time as may be agreed upon between the said Trustees and the Company.

Company to  
make good  
Damage to  
Road.

**30.** If in the Execution of the Works the Company do or cause any Injury or Damage to the said Road or any Part thereof respectively, or to any Brick or other Drain, Sewer, Cesspool, Water Channel, or other Convenience connected with the said Road, and do not forthwith proceed to repair and make good such Injury or Damage so as to restore the same to as good a State as the same were in before such Damage or Injury was done, to the reasonable Satisfaction of the said Trustees or their Surveyor, then and in such Case the said Trustees may make all such Repairs, and the reasonable Expenses of such Repairs shall be paid by the Company to the Trustees on Demand in Writing, or in default of Payment for Twenty-one Days after such Demand the same may be recovered by the said Trustees from the Company in any County or other Court having by Law Cognizance of the Action.

If the Com-  
pany fail to  
repair Road,  
Trustees  
may repair  
at Expense  
of Company.

**31.** If and so often as the Company shall fail to repair, and keep in good and complete Repair, and maintain to the reasonable Satisfaction of the said Surveyor for the Time being, the said Bridge, Wall, Screens, Fences, Sewers, Drains, and other Works connected with the Crossing of the Road, and if after Notice thereof given to the Company by or on behalf of the Trustees the Company fail for Three Weeks to begin such Repairs, and proceed therein with all reasonable Expedition until the same shall be completed, the Trustees may repair and make good the same, and all the reasonable Costs, Charges, and Expenses incurred in that Behalf by the Trustees shall be paid on Demand in Writing by the Company, or on Failure of Payment for Twenty-one Days after such Demand the same may be recovered from the Company, with full Costs of Suit, in any Court of competent Jurisdiction having by Law Cognizance of the Action.

Reference to  
Arbitration  
in case of  
Dispute.

**32.** In case of any Dispute or Difference between the Company or their Engineer and the said Trustees or their Surveyor with reference to any of the Matters aforesaid, the same shall forthwith be referred to and decided by an Arbitrator to be appointed by both Parties, and in case of Failure to appoint such Arbitrator, or in case of Difference between them, the same shall, on the Application of either Party, be referred to and decided by an Engineer to be appointed by the Board of Trade.

Alterations  
with Con-  
sent of Road  
Trustees.

**33.** Provided always, That the Trustees and the Company may agree with each other for the carrying of the Railway under the said Road

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Road and Footpaths in any other Manner than is in this Act expressed, and for the making, doing, and maintaining by that Company of all such Works, Matters, and Things as may be necessary or expedient for the Purpose of this Act required in connexion with the said Road, and if any such Agreement be made it shall not be binding on the Company to do such of the Works, Matters, and Things by this Act required to be done by them in connexion with the said Roads and Footpaths as by the Agreement the Trustees may expressly dispense with.

**34.** The Company may purchase, by Agreement and not compulsorily, for extraordinary Purposes, as defined in "The Railways Clauses Consolidation Act, 1845," any Quantity of Land not exceeding Seven Acres, in addition to the other Lands which they are by this Act or any other Act authorized to purchase.

Land for additional Stations, &c.

**35.** The Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Three Years from the passing of this Act.

Powers for compulsory Purchases limited.

**36.** The Railways by this Act authorized shall be completed within Five Years from the passing of this Act, and on the Expiration of that Period the Powers by this Act or the Acts incorporated herewith granted to the Company for making the same, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the Railways as shall then be completed.

Period for Completion of Works.

**37.** Whereas a Bill has been introduced into Parliament in the present Session, intituled *A Bill for making and maintaining the Tooting, Merton, and Wimbledon Extension Railway; and for other Purposes* (in this Act called the *Tooting Bill*): And whereas if the Railways thereby authorized should be made the public Benefits sought to be accomplished by "the new *Tooting Branch*" by this Act authorized will be effected: Therefore if the *Tooting Bill* shall pass or shall have passed into a Law during the present Session, and if before the Expiration of Three Years from the passing of the *Tooting Bill* the Company thereby incorporated or proposed to be incorporated shall have purchased the Land necessary for and shall have completed and opened the Railways thereby authorized to be made, then and in such Case it shall not be lawful for the Company to make the new *Tooting Branch* by this Act authorized; but if the Railways authorized by the *Tooting Bill* shall not be completed and opened within Three Years from the passing of that Bill, the Company may construct the new *Tooting Branch*, and the respective Periods limited by this Act for the compulsory Purchase of Land by

Suspending Powers for making Tooting Branch.

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the Company, and for the Completion of the Railways by this Act authorized, shall thereupon, as regards the new *Tooting* Branch, be respectively extended for a further Period of Two Years from the Expiration of those respective Periods.

Penalty for Non-completion of Railways within Time limited.

**38.** If any Railway by this Act authorized be not completed and opened for public Traffic within the respective Period by this Act limited for the Completion thereof, then (subject to the Provisions herein-after contained) the Company shall forfeit and pay the Sum of Fifty Pounds for every Day after the Expiration of that Period during which the Railway shall remain unopened, which Amount shall be a Debt due from the Company to the Crown, and recoverable accordingly: Provided always, that no such Penalty shall accrue or be payable for or in respect of any Time during which the Company may be prevented from completing or opening the Railway by unforeseen Accident or Circumstances beyond their Control, of which Prevention, and the Time for which it may have endured, the Certificate of the Board of Trade shall be sufficient Evidence, and that Board, on the Production of such Proof as they shall deem sufficient, shall grant such Certificate accordingly: Provided also, that the Want of sufficient Funds shall not be held to be a Circumstance beyond the Control of the Company within the Meaning of this Section.

Tolls.

**39.** Upon and in respect of the Railways by this Act authorized the Company may demand and take the Tolls, Rates, and Charges by the *Mitcham* Lines Act, 1863, authorized to be demanded and taken.

New Works to be Part of Undertaking.

**40.** The Railways and Works by this Act authorized to be constructed by the Company, and all Lands acquired by them under the Authority of this Act, and all Railways, Works, and Lands, or Portions of Railways, Works, or Lands, which may become vested in the Company by or under the Powers of this Act, shall be deemed Part of the Undertaking of the Company, and the Byelaws, Rules, and Regulations for the Time being of the Company shall extend and apply thereto.

Company to abandon certain Lines herein named.

**41.** The Company shall abandon and relinquish the Construction of the *Tooting* Branch (No. 3), and the Junction Railway (No. 6), by the *Mitcham* Lines Act, 1863, authorized.

Compensation to be made where Contracts

**42.** Provided always, That in any Case where before the passing of this Act any Contract hath been entered into or Notice given by the Company for purchasing any Lands which the Company were

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were empowered to purchase for the Purpose of constructing the Railways so authorized to be abandoned, the Company shall make to the Owners or Occupiers of and other Parties interested in such Lands full Compensation for all Injury or Damage sustained by such Owners, Occupiers, and other Parties by reason of such Purchase not being completed pursuant to such Contract or Notice, and the Amount and Application of such Compensation shall be determined in the Manner provided by "The Lands Clauses Consolidation Act, 1845," for determining the Amount and Application of the Compensation to be paid for Lands taken under the Provisions thereof: Provided also, that the Authority hereby given for abandoning the aforesaid Railways shall not prejudice or affect the Right of the Owner or Occupier of any Lands which the Company were so empowered to purchase as aforesaid to receive from the Company Compensation for any Damage that may have been occasioned by the Entry of the Company upon such Lands for the Purpose of surveying and taking Levels, and of probing or boring to ascertain the Nature of the Soil, or of setting out the Line of the Railway, pursuant to the Provisions for that Purpose in "The Lands Clauses Consolidation Act, 1845," contained.

have been entered into or Notices given.

43. The Two Northernmost Lines of Rails on the Railways of the Company now authorized or constructed between the Junction of those Railways with any Railway of the *Dover* Company at or near *Barrington Road* in the Parish of *Saint Mary, Lambeth*, in the County of *Surrey*, and their Junction with the *Peckham* Junction at or near *Lyndhurst Road, Peckham*, together with the Two Lines of Rails on the *Peckham* Junction from its Commencement up to the Northern End of the Abutment of the said double Bridge, and throughout the whole Length of those Railways between those Points, shall be exclusively appropriated to the Use of the *Dover* Company and the *Crystal Palace and South London* Company, but shall continue the Property of the Company.

Certain Lines of Rails appropriated to the *Dover* Company and *South London* Company.

44. The Two Lines of Rails on the Railway No. 5 by "The *London, Chatham, and Dover* Railway (New Lines) Act, 1864," authorized, and the Two Southernmost Lines of Rails on the Railway No. 3 (West End Section) of the Metropolitan Extensions of the *Dover* Company by that Act authorized to be widened, when so widened up to the Point where it will join the Railway No. 2 authorized by "The *London, Brighton, and South Coast* Railway (*Battersea* Lines) Act, 1864," and throughout the whole Length of that Railway No. 5 and of that Widening, shall be exclusively appropriated to the Use of the Company, but shall continue the Property of the *Dover* Company.

Certain Lines of Rails appropriated to the Company.

45. The

*London, Brighton, and South Coast Railway (Additional Powers) Act, 1864.*

Application of New Lines Act, 1862, to Lines so appropriated.

**45.** The Lines so appropriated to the Use of the *Dover* Company and the *Crystal Palace and South London* Company, and the Lines so appropriated to the Use of the Company, are respectively so appropriated subject to the Terms and Provisions contained in the Sections numbered 16, 17, 18, 19, and 22 of the New Lines Act, 1862, and those Sections shall extend and apply to the respective Lines so appropriated as if the Railways of which the same form Part had been at the Time of the passing of that Act included among the Railways which the respective Company or Companies to whose Use the same are so appropriated were by that Act authorized to use and run over; and henceforth the Appropriation of those Lines shall be in substitution for the Powers of User and running over by that Act given (excepting in so far as those Powers are by this Act reserved to the *Dover* Company and the Company respectively), and (except as aforesaid) those Powers are by this Act extinguished.

Provisions as to Stations on appropriated Lines.

**46.** The Stations on each Railway and Portion of Railway on which Lines of Rails are by this Act appropriated to the Use of the *Dover* Company and the *Crystal Palace and South London* Company, or of the Company, shall be constructed, or if otherwise constructed shall be altered, by the respective Company to whom the Railway belongs, so as to serve as independent Stations for their Use, and for the Use of the other Company or Companies to whose Use any Lines of Rails on that Railway are by this Act appropriated, with a Platform at each Station between their respective Lines of Rails there for their joint or separate Use as may be agreed between them, or, failing Agreement, determined by an Arbitrator in accordance with the Provisions of Sections 16 and 18 of the New Lines Act, 1862: Provided that at *Brixton* the *Dover* Company shall construct a separate Station for the Use of the Company if the Company require them to do so.

For preserving to other Companies certain Rights of User.

**47.** Provided always, That nothing in this Act contained shall affect any Rights of the *Dover* Company, or of the *Crystal Palace and South London* Company, to use for the Purpose, and in the Manner, and subject to the Payments, and on the Terms and Conditions and Regulations of Sections 16, 17, 20, and 22 of "The New Lines Act, 1862," and the Thirty-first Section of "The Extensions Act, 1863," the Portions of the several Lines of Railway of the Company, and the Stations, Works, Conveniences, and Accommodations belonging thereto or connected therewith, and the Wharf at *Deptford* referred to in the 16th, 20th, and 22nd Sections of "The New Lines Act, 1862," and the 31st Section of "The Extensions Act, 1863," between a Point West of *Victoria Road*,  
*Peckham*,



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*Peckham*, and the Company's said Wharf at *Deptford*; and for the Purpose of enabling the *Dover* Company and the *Crystal Palace and South London* Company to use such Portions of Railway, Stations, Works, Conveniences, and Accommodations as aforesaid the Company shall construct at a Point West of *Victoria Road, Peckham*, a sufficient Junction by means of Sidings or otherwise, to the reasonable Satisfaction of the Engineer of the *Dover* Company, between the Two Lines by this Act appropriated to the *Dover* Company and the *Crystal Palace and South London* Company, and the Two Lines of the Company forming the continuous Line mentioned in "The New Lines Act, 1862," and "The Extensions Act, 1863," and the *Dover* Company and the *Crystal Palace and South London* may use such Junction as if it were Part of the aforesaid Portions of Railway: Provided that in the event of any Difference arising with respect to such Junction, or the Mode of effecting the same, or the Construction thereof, such Difference shall be determined by the Arbitration of an Engineer to be appointed by the Board of Trade.

48. Notwithstanding anything in "The New Lines Act, 1862," or "The Extensions Act, 1863," contained, the *Dover* Company shall not be bound to lay down or open for public Traffic Four Lines of Rails on any Portion of Railway between the North-western End of the Widening of their said Railway No. 3 at or near *Wandsworth Road* and *Stewart's Lane*, but the Company shall, subject to the Payments, Terms, and Regulations provided for by the said Acts, have the Right of running over and using the Line of the *Dover* Company between the North-western End of the said Widening at the said *Wandsworth Road* aforesaid and *Stewart's Lane*, and of the Junctions and Communications to be formed by the *Dover* Company under "The *London, Chatham, and Dover* Railway (New Lines) Act, 1864," for the Purposes of preserving to the Company such Right, but, except in Cases of Emergency, such Right shall be exercised only for the Purposes of Communication with the Station, Wharf, and Works of the Company at *Battersea* on the low Level.

Dover Com-  
pany not  
required to  
lay Four  
Lines of  
Rails on  
certain Por-  
tions of the  
Railways.

49. As a Communication between the *Victoria* Station occupied by them and their own Workshops and Engine Sheds at *Battersea*, and also as an Access to the Company's *Battersea* Station and Wharf on the low Level, and also in Cases of Emergency as a Communication between the said *Victoria* Station and any Lines of the *Dover* Company in common with the Company and any other Company which the Company may permit to use the same, the *Dover* Company shall have the Right to run over and use the Portion of the

As to User  
of certain  
Lines by  
Dover Com-  
pany.

[Local.]

54 B

Company's

*London, Brighton, and South Coast Railway (Additional Powers) Act, 1864.*

Company's Railway which will lie between the Junction therewith of the Railway No. 5 authorized by "The *London, Chatham, and Dover* Railway Act, 1863," and the Junction therewith of the *Dover* Company's Metropolitan Extension Railway No. 3 at or near *Stewart's Lane*, and also of the Lines of the Company leading from such Portion of Railway to the *Battersea* Station of the Company on the low Level; and such User by the *Dover* Company of the said Portion of Railway and Lines respectively shall be upon and subject to the Terms and Conditions of the existing Arrangements between the Company and the *Dover* Company with reference thereto, or, failing such Arrangements, on such Terms and Conditions as may be determined by an Arbitrator to be agreed upon, or, failing Agreement, to be appointed by the Board of Trade on the Application of either Company; and nothing in "The *London, Chatham, and Dover* Railway (New Lines) Act, 1864," contained shall authorize the Company to abandon any Part of the said Railway or Lines necessary to preserve such Communication, or oblige the *Dover* Company to discontinue the Use of such Part of the said Railway or Lines.

Dover Com-  
pany to  
repay Cost  
of double  
Bridge.

50. In lieu of the Cost of the Two Bridges provided for by "The *London, Chatham, and Dover* Railway Act, 1863," (Section 28) the *Dover* Company shall repay to the Company the Cost of the double Bridge constructed for carrying the *Peckham* Line and the *Peckham* Junction over the Railway No. 4 authorized by the New Lines Act, 1862, and of the Works connected therewith, from the North Side of the Northern Abutment of the said Bridge to the Face of the Abutment on the West Side of *Cow Lane*, such Cost to be certified by the Engineer of the Company, and upon such Repayment the said Bridge and Works are by this Act vested in the *Dover* Company for their own Use and Benefit: Provided that as between the *Dover* Company and the *Crystal Palace and South London* Company the *Crystal Palace and South London* Company shall repay to the *Dover* Company One Half of such Cost, and thereupon they shall become joint Owners with the *Dover* Company of the said Bridge and Works.

For Amalga-  
mation of  
Horsham  
Company  
with the  
Company.

51. The Terms of Arrangement for Amalgamation set forth in the Schedule (B.) to this Act are by this Act confirmed, and declared binding on the *Horsham* Company and the Company, and shall be carried into effect accordingly, and the *Horsham* Company is by this Act amalgamated with the Company upon and subject to those Terms of Arrangement; and the Date of the Completion of the Railway of the *Horsham* Company ascertained in accordance with those Terms  
of

*London, Brighton, and South Coast Railway (Additional Powers) Act, 1864.*

of Arrangement shall for the Purposes of Part V. of "The Railways Clauses Act, 1863," and for the Purposes of this Act, with respect to the *Horsham* Company, be deemed the Time of Amalgamation.

52. The Five Companies respectively, or any of them, and the Company, may from Time to Time agree for the Amalgamation of the Undertakings of the Five Companies, or of such of them as are or is Parties or Party to any Agreement with the Undertaking of the Company, or for a Transfer thereof to the Company, and respectively for such Compensation and on such Terms and Conditions whatsoever as the contracting Companies agree upon; and the Time agreed upon for the Amalgamation or Transfer to take effect shall for the Purposes of Part V. of "The Railways Clauses Act, 1863," and for the Purposes of this Act, with respect to the Five Companies, be deemed the Time of Amalgamation.

As to Amalgamation or Transfers of Five Companies Undertakings.

53. The Company and the Five Companies or any of the Five Companies, and the Company and any of the Proprietors of any of the Five Companies, may from Time to Time make and carry into effect all such Agreements or Arrangements with respect to all or any of the Purposes which they respectively are by this Act authorized to execute, and all Matters incidental or accessory thereto, as the contracting Companies think fit, and every such Agreement or Arrangement may be for such Compensation or Consideration, and on such Terms and Conditions whatsoever, as the contracting Parties think fit.

Companies may agree for Purposes of Act.

54. The Company may, by Agreement with the transferring Company, or with any of the Proprietors of the transferring Company, grant, issue, and appropriate to the transferring Company or to such Proprietors as or in part of the Compensation for any Transfer made by or under this Act (and in substitution for Shares or Stock or any Class of Shares or Stock of the transferring Company) any Shares or Stock of the Company, and, if so agreed, such Shares or Stock shall be deemed fully paid up, or paid up to such Extent as shall be agreed upon, but shall be subject to such (if any) Prohibitions, Restrictions, and Limitations as to voting or otherwise as may be agreed upon.

Grant of Shares, &c. of purchasing Company may be Part of Terms for Transfer.

55. If the Company and the transferring Company so agree, the Shares and Stock in the Capital of the transferring Company, or any Part thereof, shall at the Time of Amalgamation be amalgamated with and become Part of the Shares and Stock of the Company.

Company may adopt Shares, &c. of transferring Company.

56. If the Company and the transferring Company so agree, the Company may attach to the Shares and Stock, or any Part of the Shares

Preference may be attached to

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adopted  
Shares, &c.

Shares and Stock, of the transferring Company which shall so become Part of the Shares and Stock of the Company, such fixed, fluctuating, contingent, preferential, perpetual, terminable, deferred, or other Dividend or Interest as is so agreed between them (subject, nevertheless, to the Provisions contained in the Sections numbered respectively 13, 14, and 15 of Part II. of "The Companies Clauses Act, 1863," and subject to such (if any) Prohibitions, Restrictions, and Limitations as to voting and otherwise as may be agreed upon), and, if so agreed, such Shares and Stock shall be deemed wholly paid up, or paid up to such Extent as shall be agreed upon.

Company  
may give  
Shares, &c.,  
in exchange.

57. If the Company and the transferring Company so agree, the Shares and Stock of the transferring Company, or any Part thereof, may at or at any Time after the Time of Amalgamation be exchanged for Shares or Stock of the Company.

Provisions  
as to such  
Shares, &c.

58. The Shares and Stock which shall be given by the Company in exchange to the transferring Company shall be subject to the Provisions contained in the Sections numbered 13, 14, and 15 of Part II. of "The Companies Clauses Act, 1863," and shall (as may be agreed between the Company and the transferring Company) be either wholly or in part Ordinary Shares or Ordinary Stock or Preference Shares or Preference Stock of the Company, and subject to such (if any) Prohibitions, Restrictions, and Limitations as to voting and otherwise as may be agreed upon, and (if so agreed) shall be deemed wholly paid up, or paid up to such Extent as is agreed upon; and for the Purposes of such Exchanges the Company may from Time to Time create and issue new Ordinary Shares or new Ordinary Stock and new Preference Shares or new Preference Stock accordingly.

Provision  
for other  
Incidents of  
Transfers,  
&c.

59. If so agreed between the Company and the transferring Company, or between the Company and any Proprietors of the transferring Company,

(a.) Any Shares or Stock in the Capital of the transferring Company for which any Shares or Stock of the Company are under the Authority of this Act substituted or given in exchange, or which under any Agreement or Arrangement with Proprietors of the transferring Company it is agreed to cancel, shall be cancelled:

(b.) Any Shares or Stock at the Time of Amalgamation held by the Company in the Capital of the transferring Company shall be cancelled:

(c.) The Interest or Dividend on any Shares or Stock of the Company so substituted, or so given in exchange, shall run and be

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be computed from such Date as may be agreed upon, or (if no other Date be agreed upon) from the Time of Amalgamation.

**60.** From and after any Amalgamation or Transfer of any Undertaking by or under this Act all Debts then due on Mortgage from the transferring Company, or charged or secured on their Undertaking, shall be payable and paid by the Company, and until paid shall continue charged or secured exclusively on that Undertaking, and the Liability of the transferring Company in respect of all Debts, Claims, Demands, and Causes of Action whatsoever either actually existing or accruing at the Time of such Amalgamation or Transfer shall continue in full Force notwithstanding such Amalgamation or Transfer, and in the meantime, and until such Debts, Claims, Demands, and Causes of Action shall have been fully satisfied and discharged, all the Lands, Property, and Undertaking of the transferring Company shall be as liable to and as available for the Purpose of satisfying the same as if this Act had not been passed.

Provision for Debts and Credits of transferring Companies.

**61.** The Directors of the transferring Company shall stand possessed of any Money received in respect of any such Transfer, and of all other Monies which at the Time of Payment of such Money are in their Hands or Power or under their Control, and also of all other Monies thereafter coming to their Hands on account of or for the Benefit of the transferring Company, upon trust (after paying or providing for all the Debts, Liabilities, and Engagements (if any) of that Company then outstanding, and to which the Company shall not be liable,) to divide all such Monies between or among the several Persons who at the Time of the Payment of such Monies respectively shall be the Proprietors of the transferring Company, and their respective Executors, Administrators, and Assigns, in proportion to the Amount paid up on their respective Shares therein (excepting any Shares the Holders of which by Agreement made under this Act retain their existing Shares, or receive in lieu thereof any Shares or Stock of the Company, and any Shares cancelled under the Authority of this or any other Act of Parliament).

Application of Compensation for Transfer and other Monies by Vendors.

**62.** A Receipt in Writing under the Hands of any Three of the Directors for the Time being, or under the Common Seal of the transferring Company, for any Monies or other Consideration coming to such Company in respect of any such Transfer or Lease, shall be an effectual Discharge to the Company for the Money or other Consideration therein expressed to be received, and from all Liability, Claims, or Demands in respect thereto.

Receipt to be sufficient Discharge to Company.

[Local.]

54 C

**63.** From

*London, Brighton, and South Coast Railway (Additional Powers) Act, 1864.*

Tolls on  
Lines ac-  
quired.

**63.** From and after the vesting in the Company of any Railway by Amalgamation or Transfer by or under this Act the Company may demand and take in respect of the same for all Passengers, Animals, and Things conveyed thereon, and for Carriages, Waggons, and Trucks respectively conveying the same, and for Locomotive Engines or other Power, and for all Services performed by the Company thereon, and for all other Matters with respect to Traffic thereon, a like Amount of Tolls, Fares, Rates, and other Charges as by the several Acts relating to the respective Company whose Railway is so vested in the Company the respective Company were authorized to demand and take for like Traffic, Services, and Matters, and with and subject to like Powers and Provisions in all respects as if the same were vested in and managed and worked by that Company.

Subject to  
Limit as to  
maximum  
Charges.

**64.** Provided, That the maximum Charges to be made by the Company with respect to the Tolls, Fares, Rates, and Charges for the User of the respective Railway so vested, or any Part thereof respectively, and for Carriages, Waggons, and Trucks, and for Locomotive Engines or other Power, and every Expense incidental to the Conveyance of their Traffic on and at the same respectively, shall not in any Case to which the Limitation of maximum Charges is applicable exceed the Sums in that Behalf limited by the Acts from Time to Time in accordance with this Act in force with respect to the respective Railway so vested and applicable in that Behalf.

As to Tolls  
for short  
Distances.

**65.** Provided, That with respect to the Tolls or Charges for Traffic conveyed on any Railway vested in the Company under this Act, or partly on such Railway and partly on the Railways of the Company, as the Case may be, for a less Distance than Three Miles, when and so soon as such Railway shall be so vested, the Company shall be entitled to charge as for Three Miles and no more; and it shall not be lawful for the Company to make a short Distance Charge for any Traffic conveyed for a longer Distance than Three Miles, whether on the Railway so vested only, or partly on that Railway and partly on the Railways of the Company; and the Company may charge in respect of Passengers for each Fraction of a Mile beyond Three Miles as for One Mile, and in respect of Animals, Minerals, and Goods for each Fraction of a Mile beyond Three Miles in proportion to the Number of Quarters of a Mile contained therein, and for that Purpose a Fraction of a Quarter of a Mile shall be deemed a Quarter of a Mile.

**66.** When

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**66.** When by or under the Provisions of this Act the Undertaking of any Company is amalgamated with the Undertaking of the Company or transferred to the Company, then and from thenceforth the respective Company whose Undertaking is so amalgamated or transferred shall exist only for the Purpose of getting in their Assets, paying and discharging their Debts, Liabilities, and Engagements (if any), and winding up their Affairs, and as soon as those Objects are fully attained that Company is by this Act dissolved.

Eventual  
Dissolution  
of other  
Companies.

**67.** Subject to the Provisions of this Act, it shall be lawful in the Construction of the Railway authorized by the *Groombridge Act* to carry that Railway (with not more than a double Line of Rails) across and on the Level of the Road numbered on the Plans deposited for the Purposes of that Act 16, in the Parish of *Withyam*, in accordance with the Sections deposited with those Plans; and with respect to such Crossing the Sections numbered respectively 5, 6, 7, and 8 of Part I. of "The Railways Clauses Act, 1863," incorporated with this Act, shall be read and have effect as if that Railway were by this Act authorized to be constructed.

Groom-  
bridge Rail-  
way may  
be carried  
across Road  
in Withyam  
on the Level.

**68.** The Company may apply to the Purposes which they are by this Act authorized to execute any Monies raised or to be raised by them respectively by virtue of any other Acts, and not required for the Purposes to which those Monies are by such other Acts made specially applicable.

Application  
of Funds.

**69.** In addition to such Sums of Money as the Company now are or by any other Act of the present Session of Parliament may be authorized to raise, they may raise by the Creation and Issue of new Ordinary Shares or of new Ordinary Stock, or (at the Option of the Company) by either of those Modes, or by the Creation and Issue of new Preference Shares or of new Preference Stock, or (at the Option of the Company) by either of those Modes, any further Sums not exceeding the following; (that is to say,)

Power to  
Company to  
raise Capital  
by new  
Shares.

For the Purposes of the Railways and Works by this Act authorized to be constructed by the Company any Sums not exceeding in the whole Three hundred and ninety thousand Pounds:

For the Purposes of any Amalgamation or Transfer by or under this Act such Sums as may be necessary for those Purposes, but subject to the Limitation of this Power herein-after contained:

Provided always, that no Share shall be issued by the Company, or shall vest in the Person accepting the same, until not less than *Twenty per Centum* of the nominal Amount thereof shall have been paid thereon.

**70.** Pro-

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Limitation of Powers to raise Capital for certain Purposes.

**70.** Provided always, That the total Amount to be raised by the Creation of new Shares and Stock for the Purposes of any Amalgamation or Transfer of any Undertaking by or under this Act shall not exceed the total Amount of the Capital authorized to be raised by Shares, or by Shares and Stock, for the Purposes of that Undertaking, by the Acts relating thereto.

Limit of Amount and Number of Calls.

**71.** Except in the Case of Shares created for the Purposes of this Act with respect to the Six Companies, or any of them, the Amount of any One Call to be made in respect of the new Shares created under the Powers of this Act shall not exceed the Rate of Twenty-five Pounds *per Centum* on the Amount of such Shares, and there shall be an Interval of Two Calendar Months at the least between any Two successive Calls, and not more than Three Fourths of the Amount of each Share shall be called up in any One Year.

Dividends on new Shares.

**72.** Every Person who becomes entitled to any new Share or Stock created under the Powers of this Act shall, in respect of the same, be a Proprietor in and of the Undertaking of the Company, and (except as otherwise provided by or under the Powers of this Act) shall be entitled to a Dividend with the other Proprietors proportioned to the Amount of such Stock, or to the whole Amount for the Time being paid up on such Share, as the Case may be.

Qualifications, &c. for new Shares and Stock.

**73.** Except as by or under the Powers of this Act otherwise provided, all such new Stock shall in proportion to the Amount thereof, and all such new Shares shall in proportion to the Amount for the Time being paid up thereon, confer upon the respective Holders thereof the same Qualifications, Rights of voting, and other Privileges as any Ordinary Shares or Stock of the Company.

Company may cancel unissued new Shares, and issue others instead.

**74.** If after having created any new Shares or Stock under the Powers of this Act the Company resolve not to issue the same or any Portion thereof, they may cancel the new Shares or Stock to which such Resolution applies, and may from Time to Time thereafter create and issue in lieu thereof other new Shares or Stock not exceeding the aggregate Amount of the Shares or Stock so cancelled.

Receipt for Persons under Disability.

**75.** The Receipt of the Guardian of any Shareholder being a Minor, or the Committee of any Shareholder being an Idiot, Lunatic, or Person *non compos mentis*, shall be a sufficient Discharge to the Company for any Money payable to such Shareholder.

Power to raise Capital under any

**76.** If by any other Act passed in the present Session of Parliament, whether before or after the passing of this Act, the Company be authorized



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authorized to raise any Capital by new Shares or Stock, then, subject to the Provisions of the other Act and this Act respectively, the Company, if they think fit, may raise by the Creation and Issue of new Shares or Stock of one and the same Class all or any Part of the aggregate Capital which they are by the other Act and this Act respectively authorized to raise by the Creation and Issue of new Shares or Stock.

other Act of this Session and this Act by new Shares of One Class.

77. The Company may from Time to Time under the Powers of this Act (and in addition to any other Sums which they now are or by any other Act of the present Session of Parliament may be authorized to borrow) borrow on Mortgage any Sums not exceeding the following; (that is to say,)

Power for Company to borrow for Purposes herein named.

For the Purposes of the Railways and Works by this Act authorized to be constructed by the Company, and in respect of the additional Capital by this Act authorized to be raised for that Purpose, any Sums not exceeding in the whole One hundred and thirty thousand Pounds:

For the Purpose of paying off any Mortgages legally issued by any other Company whose Undertaking is by or under this Act amalgamated with the Undertaking of the Company, or transferred to them, any Sums not exceeding the total Amount authorized to be borrowed by that other Company under the Authority of the Acts relating to them.

78. Provided, That no Money shall be borrowed by the Company under the Powers of this Act until the whole of the additional Capital in respect of which the same is by this Act authorized to be borrowed shall have been subscribed for or taken, and One Half of that Amount shall have been paid up, and until it shall have been proved to the Justice who is to certify under the Fortieth Section of "The Companies' Clauses Consolidation Act, 1845," before he so certifies, that the whole of that additional Capital has been subscribed for, and that not less than Twenty *per Centum* had been paid up on account of each separate Share before or at the Time of the Issue or Acceptance thereof, and that such Shares were taken *bonâ fide*, and are held by the Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same, of which Facts the Certificate of the Justice under that Section shall be sufficient Evidence.

Restrictions on borrowing.

79. All Mortgages granted by the Company before the passing of this Act, and which shall be in force at the Time of the passing of this Act, shall during their Continuance, and as regards the Under-

Priority of existing Mortgages.

[Local.]

54 D

taking

*London, Brighton, and South Coast Railway (Additional Powers) Act, 1864.*

taking comprised in and assigned by such Mortgages, have Priority over all Mortgages granted by the Company by virtue of this Act.

Power to raise Money by Shares instead of by borrowing.

**80.** The Company may, if and when from Time to Time they so think fit, instead of borrowing or reborrowing on Mortgage all or any Part of the Monies which by this Act the Company is authorized to borrow, raise the same by the Creation and Issue of new Shares or Stock under the Provisions in that Behalf of this Act.

Application of Monies raised under this Act.

**81.** All and every Part of the Monies authorized to be raised by new Shares or Stock or on Mortgage under the Provisions of this Act shall be applied only to the Purposes by this Act authorized.

Extending Powers for Conversion of Shares into Stock.

**82.** The Powers of the Company for the Conversion of Shares into Stock shall extend to all Shares when the nominal Value thereof is or shall be fully paid up, whether paid up in pursuance of Calls, or wholly or partly in anticipation of Calls.

Extending to Money borrowed under this Act certain Powers of the Company under other Acts for Conversion of Debt into Debenture Stock and Annuities.

**83.** Subject and without Prejudice to any Mortgages or Bonds granted by the Company under any Act of Parliament and for the Time being in force, the Powers and Provisions of "The *London, Brighton, and South Coast Railway Act, 1853*," "The *London, Brighton, and South Coast Railway Act, 1854*," and "The *London, Brighton, and South Coast Railway Company's Act, 1859*," respectively, with respect to the Conversion of borrowed Capital into Debenture Stock and Perpetual Annuities, the Creation and Issue of Debenture Stock, and the Grant and Sale of Debenture Stock and of Perpetual Annuities in lieu of or in substitution for borrowing or reborrowing and providing Funds for paying off Mortgages or Bonds, and otherwise relating to such Debenture Stock and Annuities, and the Application and Investment of the Money to arise from the Grant, Sale, and Issue of any Debenture Stock and Perpetual Annuities, shall extend and apply to all Monies which the Company are by this Act authorized to borrow as fully and effectually as if all those Monies had been at the Date of the passing of "The *London, Brighton, and South Coast Railway Act, 1853*," authorized to be borrowed.

Separate Accounts of Application of Debenture Stock and Annuities to be kept.

**84.** The Company shall keep accurate and separate Accounts of the Amount of Debenture Stock and Annuities from Time to Time created and disposed of by them, and of the Application of such Debenture Stock and Annuities, and the Monies raised by the Disposal thereof, separate from the Accounts of other Stocks and Shares.

**85.** Nothing

*London, Brighton, and South Coast Railway (Additional Powers) Act, 1864.*

**85.** Nothing contained in this Act or in any of the Acts herein referred to shall authorize the Company to take, use, or in any Manner interfere with any Land, Soil, Tenements, or Hereditaments, or any Rights of whatsoever Nature, belonging to or enjoyed or exerciseable by the Queen's most Excellent Majesty in right of Her Crown, without the Consent in Writing of the Commissioners for the Time being of Her Majesty's Woods, Forests, and Land Revenues, or One of them, on behalf of Her Majesty first had and obtained for that Purpose (which Consent such Commissioners are hereby respectively authorized to give), neither shall anything in the said Act or Acts contained divest, take away, prejudice, diminish, or alter any Estate, Right, Privilege, Power, or Authority vested in or enjoyed or exerciseable by the Queen's Majesty, Her Heirs or Successors.

Saving Rights of the Crown.

**86.** It shall not be lawful for the Company, out of any Money by this Act authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised: Provided always, that nothing herein-before contained shall be deemed to prevent the Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions in "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

Interest not to be paid on Calls paid up.

**87.** It shall not be lawful for the Company, out of any Money by this Act or any other Act relating to them authorized to be raised for the Purposes of such Act or Acts, to pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament now in force or hereafter to be in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing them to construct any other Railway, or to execute any other Work or Undertaking.

Deposits for future Bills not to be paid out of Company's Capital.

**88.** Nothing herein contained shall be deemed or construed to exempt the Railways by this Act authorized from the Provisions of any General Act relating to Railways, or to the better and more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during this or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges, or of the Rates for small Parcels, authorized by this Act.

Railways not exempt from Provisions of present and future General Acts.

**89.** Nothing

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*London, Brighton, and South Coast Railway (Additional Powers) Act, 1864.*

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As to cheap  
Trains for  
the Labour-  
ing Classes.

**89.** Nothing in this Act contained shall exempt the Railways hereby authorized, or the Company in respect thereof, from the Provisions of any future General Act requiring Railway Companies to run Trains at low Fares for the Accommodation of the Labouring Classes having Business in the Metropolis.

Expenses of  
Act.

**90.** All the Costs, Charges, and Expenses of applying for and passing this Act, or preparatory or incidental thereto, shall be paid by the Company.

*London, Brighton, and South Coast Railway (Additional Powers) Act, 1864.*

The SCHEDULES to which the foregoing Act refers.

SCHEDULE (A.)

AN AGREEMENT made the Sixth Day of May One thousand eight hundred and sixty-four, between the London, Brighton, and South Coast Railway Company, herein-after called "the Company," of the one Part, and the Governors of Alleyn's College, Dulwich, herein-after called "the Governors," of the other Part, wherein the Word "Estate" means the Estate of the Governors at and near Dulwich, and the Word "Bill" means "the Company's Additional Powers Bill, 1864."

Whereas the Company are now promoting a Bill in Parliament, entitled "London, Brighton, and South Coast Railway (Additional Powers) Act, 1864," by which they are seeking Authority to construct certain Railways and Works, and among others a Railway described in the said Bill as first (South London Railway and Herne Hill Junction), a Railway to connect the Railway (No. 4) authorized by "The New Lines Act, 1862," at Peckham, with the Railway secondly authorized by and described in "The Mitcham Lines Act, 1863," at Knight's Hill: And whereas the said Railway, as laid down in the deposited Plans of the Company, will traverse the Estate in Dulwich of the Governors, who have presented a Petition against the Bill, which Bill and Petition are now pending before a Committee of the House of Commons: And whereas certain Tenants of the College and others affected by the Bill have also petitioned against the same: And whereas the Company, in order to induce the Governors to withdraw their Opposition to the Company's Bill, offered to pay to the Governors the Sum of Thirty thousand Pounds as the Consideration for their so doing, and as the Price of the Land required by the Company, and the Governors agreed to accept the said Sum upon the Conditions herein-after expressed: Now therefore the Company and the Governors do mutually agree and declare to and with each other as follows:

1. In case the Line Number 7 of the London, Chatham, and Dover Railway should not become substituted for the Junction Number 1 of the Company's Mitcham and Tooting Lines, 1863, then the Agreement between the Company and the Governors, dated the Fifteenth Day of June One thousand eight hundred and sixty-three, shall remain in full Force as regards the said Junction Number 1, or any Modification thereof.

2. In case the London, Chatham, and Dover, Number 8, Southern Works, shall not be authorized, and the Brighton Company's South London and Herne Hill Junction shall be authorized, then a Road shall be made by the Company, when required by the Governors, between Croxted Lane (opposite the Bridge there under the Main Line of the Dover Company) and the proposed Joint Station at or near Knight's Hill of a uniform Width of Fifty Feet, properly fenced in on both Sides, at a Gradient of One in Fifty, or as near thereto as practicable. The Land for such Road, so far as it passes over the College Estate, to be provided free of Charge to the Company, and the Governors will assist in every way in Application to the proper Authorities for dedicating this Road to the Use of the Public,

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*London, Brighton, and South Coast Railway (Additional Powers) Act, 1864.*

3. It being computed that Ten Acres of Land on the Estate will be required for the proposed Brighton Line, the Sum to be paid by the Company to the Governors for their Interest in the Land taken (not exceeding Ten Acres) shall be Thirty thousand Pounds, and if any Quantity shall be required beyond Ten Acres the Price to be paid for such extra Quantity shall be at the Rate of One thousand five hundred Pounds an Acre if no new Severance or residential Damage is occasioned by taking such extra Quantity, otherwise at the Rate of Three thousand Pounds an Acre, said Monies to be paid within Six Calendar Months from the passing of the Act. The Company to compensate all Leaseholders and Occupiers affected for their Interests.

4. The actual centre Line of the intended Railway shall not deviate from that shown on the deposited Plan more than Twenty Yards on either Side thereof, and shall be defined and communicated to the Governors within Six Months from the passing of the Act, and shall be thereafter adhered to: The Works of the whole Line, with the Station in Dulwich after mentioned, shall be completed within Three Years from the passing of the Act, but the Company shall keep their Line between Half Moon Lane and the East Boundary of the Estate as near as practicable to the Limits of Deviation on the North-west of their centre Line as shown on the deposited Plans.

5. The Company shall take for the Purposes of the Railway no more Land of the Governors without their Consent than shall be necessary for the actual Line of the Railway and Station.

6. In carrying the Line across Half Moon Lane the Level of the Rails shall be depressed Five Feet, or as near thereto as practicable without causing a steeper Gradient than One in Ninety (on the Railway), in order to reduce as far as possible the Height and Length of the inclined Approach Roads to the Bridge over the intended Railway there. Half Moon Lane shall be carried over the Railway by means of a Bridge Fifty Feet wide between the Parapets, with Approach Roads thereto of like Width, properly fenced and protected, with Gradients of not less than One in Forty, so that this can be done within the Limits of Deviation shown on the deposited Plans.

7. Between Rosendale Road and Half Moon Lane the Line shall be carried on a Viaduct wherever the Height from the existing Surface to the Rail Level shall be 16 Feet and upwards.

8. From Half Moon Lane to near the Northern Boundary of the College Property the Line shall be in Cutting at such Depth, if possible, as will admit of passing under Green Lane without Alteration of the present Surface; if, however, it should be necessary to raise the Lane at the Point of crossing, the Approach to the Bridge on the North-west Side of the Line shall be carried level with the Crown of the Bridge until it meets the Hill, and that on the South-east side to run out with an Inclination not steeper than 1 in 40.

9. All Bridges shall be executed from the Design of the Architect to the Governors, and those under the Railway shall have Wing Walls or Screens, extending 150 Feet on each Side of the Bridge, opening to correspond with the Design of the Parapet, and shall be lighted underneath by the Company in the same Manner as the adjacent Roads whenever the adjacent Roads shall be lighted, and the best practicable Means taken to prevent the Percolation of Water through the Soffits of the Bridges, and to deaden the Sound of passing Trains, subject to the Approval of the College Architect.

10. Bridges under the Railway shall be formed by the Company at Croxted Lane, and at some Point to be hereafter indicated by the Governors within Six Months

*London, Brighton, and South Coast Railway (Additional Powers) Act, 1864.*

Months after the passing of the Act intermediate between Croxted Lane and Half Moon Lane; and Bridges over the Railway shall be formed at Half Moon Lane (as before mentioned), at Red Post Hill, and the Green Lane, and at some Point to be in like Manner indicated between the Two last mentioned.

11. A suitable Station for Passenger and Parcel Traffic, and all other Traffic usually carried by Passenger Trains only, shall be erected by the Company immediately adjoining Red Post Hill, and on the North-east Side thereof, but the Station shall not be used for other Traffic without the Consent of the Governors, and all Trains each Way, except Express Trains, shall stop thereat.

12. All Designs of Bridges, Viaducts, Station, and other Buildings and Works connected with the Railway on the Estate shall be made by the Architect to the Governors, who is to be paid by the Company the usual Commission of Five per Cent. on the Cost of the same, but the constructional Details of the same, so far as belong to the Railway Requirements, shall remain with the Engineer of the Company; and all Works on the Estate shall be done to the reasonable Satisfaction of the Surveyor to the Estate.

13. The Company shall temporarily fence off all the Land they take before commencing the Works, and maintain the same during the Progress thereof. The permanent Fences to the Sides of Cuttings on the Estate shall be open Iron Fencing of a Design approved by the Architect to the Estate.

14. All Boys attending the Schools of the Governors shall be carried by the Company at One Half of the usual Fares payable by Persons or Children of corresponding Ages travelling by Trains and Carriages of the same Class.

15. The Costs of the Tenants of the Estate and other Persons petitioning with them against the Bill, if their Opposition to the same is forthwith withdrawn, shall be paid by the Company.

16. The Company shall pay all the Costs and Charges of the Governors of and incident to their Petition against the Bill, and also those Costs of the Governors in opposing the "London, Chatham, and Dover, Number 2, New Lines Bill, 1864," which that Company had agreed to pay by their Agreement of the Twenty-ninth Day of April One thousand eight hundred and sixty-four, and the Costs of and incidental to this Agreement, and the Costs of all Parties to the Conveyance of the Lands required by the Company, and of all Abstracts of Title, and the Verification and Investigation of such Title.

17. A Clause shall be inserted in the Bill for confirming this Agreement if Parliament shall so please, and in the event of the said Bill not receiving the Royal Assent during the present Session this Agreement shall be void, except as regards the Payment of Costs.

In witness whereof the Company have hereto affixed their Seal, and Five of the said Governors, on behalf of and as the Act and Deed of the whole of them, have hereto set their Hands and Seals.

*Jn. Wm. Rogers.*

*Rd. Phillips.*

*Metcalf Hopgood.*

*Saml. Pegg.*

*J. P. Gassiot.*

*London, Brighton, and South Coast Railway (Additional Powers) Act, 1864.*

SCHEDULE (B.)

TERMS OF ARRANGEMENT for the Amalgamation of the Horsham, Dorking, and Leatherhead Railway Company, incorporated by "The Horsham, Dorking, and Leatherhead Railway Act, 1862," for making a Railway from Horsham to Dorking, with the London, Brighton, and South Coast Railway Company, herein-after called the Brighton Company.

1. The Horsham, Dorking, and Leatherhead Railway Company (herein called the Horsham Company) to construct and complete the proposed Railway, with all necessary Fencing Accommodation, and all other necessary Works, and erect the Telegraph, provide and lay the Ballast, and lay the Permanent Way, and construct the Roads to the intended Warnham Station mentioned or referred to in the Agreement with William Robert Seymour Vesey Fitzgerald, Esquire, herein-after mentioned, all in the most approved substantial and workmanlike Manner, with the best Materials and Things of every Description, to the reasonable Satisfaction of the Engineer for the Time being of the Brighton Company; the Horsham Company at their own Expense to purchase and provide the Land for the Station, Station Yards, and Approaches, and to fence in the same to the reasonable Satisfaction of the Engineer for the Time being of the Brighton Company; and the Brighton Company to provide and erect the Station, Buildings, Platforms, Sidings, Turn-tables, and all other Station Works, and form the Station Yards and Station Road Approaches, except as aforesaid, and to provide the Permanent Way Materials and the Materials for the Electric Telegraph when required by the Horsham Company, and the Cost thereof respectively to be taken by the Brighton Company in paid up Shares of the Horsham Company at par, and as Part of the Subscription of the Brighton Company towards the Capital of the Horsham Company; the Materials to be so provided by the Brighton Company to be delivered by the Brighton Company at the Horsham or such other of their Stations as may be most convenient to the Horsham Company.

2. The Railway and Works to be completed in accordance with the Terms hereof, and opened for public Traffic within Three Years from the passing of "The Horsham, Dorking, and Leatherhead Railway Act of 1862," and to be maintained by the Horsham Company at their own Expense for Twelve Calendar Months after Completion, the Date of Completion for this Purpose being the Date of the Certificate in Writing of the Engineer for the Time being of the Brighton Company that the Line and Works, as far as they are hereby agreed to be done by the Horsham Company, are completed in every respect to his Satisfaction.

3. Sufficient Land to be purchased and provided by the Horsham Company, at their own Expense, for a double Line of Rails, and the Over Bridges and Tunnels to be constructed for a double Line, but the Earth and other Works to be constructed for and a single Line of Rails only laid down by the Horsham Company with all necessary Works and Conveniences for a single Line.

4. In the Construction of the Railway the Plans and Sections deposited for the Purposes of and mentioned or referred to in and by "The Horsham, Dorking, and  
and



*London, Brighton, and South Coast Railway (Additional Powers) Act, 1864.*

and Leatherhead Railway Act, 1862," shall not be departed from (subject to Four Agreements respectively made on behalf of the Horsham Company with Thomas Lambert, with William Robert Seymour Vesey Fitzgerald, with Henry Thomas Hope, and with Lee Steele, Esquires, Copies of which have been delivered to the Brighton Company); and, subject as aforesaid, the Line when constructed shall not have sharper Curves or heavier or inferior Gradients than those shown on the deposited Plans and Sections without the previous Consent in Writing of the Brighton Company.

5. The Number, Position, and Size of the several Stations on the Line, but not exceeding Three, and the Plans whereof to be determined and settled by the Brighton Company alone; but a Station to be erected for Warnham at some Point between Eleven Miles Two Furlongs and Eleven Miles Six Furlongs on the East Side of and with a Crossing over that Line. The Situation of the Station is to be selected by the Horsham Company, and approved by the Brighton Company; the Brighton Company erecting Stations at Horsham which is to be used for the Traffic of the proposed Line, and the Dorking Station to be on the Horsham Extension.

5*a*. There shall be Three intermediate Stations on the said Railway at or near the Places following, namely, Warnham, Ockley, and Holmwood; the exact Points at which they are respectively to be placed, and the Sizes thereof, and the Plans thereof respectively, shall be determined by the Brighton Company; and the Station to be erected for Warnham shall be at some Point between Eleven Miles Two Furlongs and Eleven Miles Six Furlongs on the East Side of and with a Crossing over the Line; the Dorking Station shall be on the Horsham and Dorking Line, unless the Brighton Company's proposed Extension from Dorking to Leatherhead is sanctioned, in which Case the Dorking Station is to be on that Extension. If an Extension of or from the Horsham and Dorking Line is sanctioned and made, and the Portion of the Horsham and Dorking Line between the Punch Bowl Road and the Box Hill Station on the Reading, Guildford, and Reigate Railway is abandoned, the Horsham Company shall contribute Five thousand Pounds towards that Extension.

6. The Brighton Company to lay the Points and Crossings so as to form the Junction of the Horsham Company's Railway with their own Line at the Point and in the Manner they may think proper; but the Horsham Company shall pay to them all the Costs thereof in paid up Shares of the Horsham Company at par, and the Horsham Company shall not take or purchase any of the Property of the Brighton Company, but shall have an Easement only thereon or upon so much thereof as shall be necessary for the Purpose of their Railway according to the Terms of this Agreement; and the Brighton Company shall not make any Charge to the Horsham Company for the Part of their Property used for that Purpose.

7. The Brighton Company, at the Costs of the Horsham Company, to be paid in fully paid up Shares of that Company at par, shall erect all such Signals at or near the Point of Junction, either on their own Land or the Lands of the Horsham Company, as they may think necessary, and appoint and remove such Switchmen, Watchmen, and Signalmen as they may think proper for preventing Danger, Accidents, Interruption, or Interference to the Traffic on their own Line, and the Wages of such Switchmen, Watchmen, and Signalmen shall be repaid to the Brighton Company for the Horsham Company to the Date of

*London, Brighton, and South Coast Railway (Additional Powers) Act, 1864.*

the Certificate of the Engineer for the Brighton Company that the Line and Works, so far as they are hereby agreed to be done by the Horsham Company, have been completed in every respect to his Satisfaction.

8. The Brighton Company shall at their own Expense repair, maintain, work, and manage such Junction and Signals from the Date of the Certificate of the Engineer for the Time being that the said Railway and Works, so far as they are hereby agreed to be done by the Horsham Company, have been completed to his Satisfaction in accordance with the Terms hereof.

9. For the Purpose of this Arrangement the Cost of the Line up to the Box Hill Station on the Reading, Reigate, and Guildford Railway shall be taken at the Sum of One hundred and thirty thousand Pounds, excluding the Outlay by the Brighton Company under the Terms hereof, and that Outlay shall be taken at its actual Amount, but including any Sums the Brighton Company have agreed or may agree to allow as Part of such Cost.

10. Should any Saving other than the Saving of Five thousand Pounds mentioned in Article 5 be effected by the Horsham Company on this Sum of One hundred and thirty thousand Pounds, then for the Purposes of this Arrangement that Sum shall be reduced by the Amount so saved, and the Horsham Company shall use their best Endeavours to effect such Saving, and consult and advise with the Brighton Company for that Purpose.

11. The Brighton Company to adopt the Debenture or Mortgage Debt (if any) of the Horsham Company, not exceeding Forty thousand Pounds, from the Date of the Certificate of the Engineer for the Time being of the Brighton Company that the Line and Works, so far as they are hereby agreed to be done by the Horsham Company, have been completed to his Satisfaction according to the Terms hereof, at a Rate of Interest not exceeding Four per Centum per Annum; and if any such Debt or any Part thereof shall carry a higher Rate of Interest than Four per Centum per Annum, the Horsham Company shall, at the Time of the vesting of the Line in the Brighton Company, pay to the Brighton Company in Cash the then present Money Value of such Excess of Interest beyond the Rate of Four per Cent. per Annum for the Term or respective Terms for which Excess of Interest will have to be paid upon any of the Mortgage Debentures or Bonds of the Horsham Company.

12. The Brighton Company shall issue to the Horsham Company perpetual Four per Cent. preferential Stock of the Brighton Company to a nominal Amount, not exceeding One hundred and thirty thousand Pounds in respect of actual Outlay of the Horsham Company on their Undertaking, subject however to Reduction for any Saving according to Article 10, but exclusive of any Amount to be expended by the Brighton Company under Article 1 of this Agreement, but from such Amount of Stock not exceeding One hundred and thirty thousand Pounds, to be issued as aforesaid, shall be deducted the Amount (if any) of the Debenture Debt of the Horsham Company, but the Stock to be so issued by the Brighton Company shall not confer upon the Holder thereof any Right of Vote or Qualification.

13. The Interest on such Stock shall commence from the Date of the Certificate of the Engineer of the Brighton Company for the Time being of the Completion of the Line and Works (so far as they are hereby agreed to be done by the Horsham Company) to his Satisfaction according to the Terms hereof, and Provision shall be made for cancelling the Shares held by the Brighton Company for authorizing the Brighton Company to create and issue  
preferential

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*London, Brighton, and South Coast Railway (Additional Powers)  
Act, 1864.*

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preferential Stock for a like Amount in lieu thereof, and for the Dissolution of and winding up the Affairs of the Horsham Company.

14. The Brighton Company shall not be required to see to the Division or Appropriation of such Stock amongst the Shareholders of the Horsham Company, but shall be discharged from all Responsibility on delivering such Stock to the Horsham Company, and obtaining their Receipt for the same in the aggregate; and the Brighton Company shall not be liable for any of the Debts or Engagements of the Horsham Company, except the Debenture Debt of the Horsham Company to the Amount and as before mentioned.


15. A Memorandum showing the Money Terms of this Arrangement shall, if desired by the Horsham Company, be endorsed by the Brighton Company on the Debentures and Share Certificates of and issued by the Horsham Company, and such Memorandum shall be under the Common Seal of the Brighton Company if so desired by the Horsham Company.

16. The Horsham Company, in exercising their borrowing Powers, are not to borrow Money for a longer Period than Ten Years, or so as directly or indirectly to pay a higher Rate of Interest than Five Pounds per Centum per Annum, without the Consent of the Brighton Company.

17. Any Question on the Construction of these Terms of Arrangement, and any Question between the Two Companies thereunder, shall be determined by Arbitration under the Provisions of "The Railway Companies Arbitration Act, 1859," except that an Umpire, who shall be appointed in case of Difference by the Board of Trade, shall be substituted for Two Arbitrators and an Umpire to be provided by that Act.

18. The Brighton Company shall apply for an Act or Clauses to give effect to this Arrangement setting forth the Terms thereof.

Dated the Twelfth Day of February One thousand eight hundred and sixty-three.



The Seal  
of the Horsham,  
Dorking, and Leather-  
head Railway  
Company.

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